



## PARTICIPANT AGREEMENT AND ASSUMPTION OF RISK

**General Waiver:** In consideration of my acceptance to participate in the [insert course#] Field Trip to [place] (the "Field Trip"), from DATE, to DATE, which is potentially dangerous and involves potential hazards and risks, I do hereby personally assume all risks in connection and I further release William & Mary, and their officers, directors, employees and agents (the "university") from responsibility for:

- a. Any and all injuries caused by the inherent risks of the activity and/or the negligence, recklessness, or intentional acts of myself and/or any third parties. My waiver of personal injury does not include injury caused by the negligence, recklessness, or intentional acts of the university.
- b. Any and all property damage that may occur while I participate in the Field Trip. My property damage waiver includes all property damage, including that caused by the negligence, recklessness, or intentional acts of myself, third parties, and/or the university.

**Assumption of Risk:** I FULLY APPRECIATE THE NATURE AND EXTENT OF THE RISK involved in the Field Trip. Participation in the Field Trip carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These risks include, but are not limited to, injury suffered from:

- Insert any risks there may be during this trips such as the following
- Extreme heat (temperatures well above 100°F are common in May)
- Hiking long distances over rugged terrain
- Bites from poisonous snakes and stings from insects (e.g., scorpions; spiders)
- Numerous varieties of desert plants that can inflict severe pain

I am aware that compounding these risks is the fact that many of the field sites are in remote areas far from medical facilities. I am aware that my participation in the Field Trip will expose me to these and other risks and dangers, and could result in injury, illness, damage to property or even my death.

I HEREBY ACKNOWLEDGE THAT MY PARTICIPATION IS STRICTLY VOLUNTARY, AND THAT BY SIGNING THIS DOCUMENT I KNOWINGLY ASSUME ALL RISKS. I agree to stop and request assistance if I experience any symptoms such as, but not limited to, dizziness, excessive fatigue, shortness of breath, pain, or any other conditions which would make it difficult or unsafe to continue.

**Representations Concerning Health:** With full knowledge of the risks, I represent that I am in good health and do not have any condition which will interfere with my ability to participate in the Field Trip or endanger my health in connection with the Field Trip. I acknowledge valid and current insurance to cover any injury or damage I may cause or suffer while participating in the Field Trip or otherwise agree to personally bear the costs of such injury or damage. I authorize but do not obligate the university to provide emergency medical treatment in the event of an

accident or illness that occurs while participating in the Field Trip. I assume my own responsibility of physical fitness and capability to participate in the Field Trip, and attest that I am physically able to do so.

**Severability:** I further expressly agree that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as permitted by the law of the Commonwealth of Virginia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Nothing in this Agreement should be construed as a limitation, release, or waiver of any personal injury action, suit, damage, claim or judgment that is based solely on the university's negligence, reckless, or intentional act.

**Acknowledgement of Understanding:** I have read this waiver of liability and assumption of risk, fully understand its terms, and understand that I am giving up substantial rights, including certain rights to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a release of liability as stated above and as it relates to the Field Trip to the greatest extent allowed by law. I further state that I am of lawful age and legally competent to sign this affirmation and release; that I understand the terms herein are contractual and not mere recital; and that I have signed this document as of my own free act.

Signed at Williamsburg, Virginia on this \_\_\_\_\_ of \_\_\_\_\_, 2020.

SIGNED:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature